

AGREEMENT NUMBER

DGS MSA AMEX

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of General Services

CONTRACTOR'S NAME

American Express Travel Related Services Company, Inc.

2. The term of this Agreement is: May 1, 2002 through April 30, 2005

3. The maximum amount of this Agreement is: \$ N/A

4. The State of California, Department of General Services (DGS) is the agency awarding this MSA. American Express Travel Related Services Company, Inc. is the contractor that will support credit card processing which include: authorization, settlement, billing cardmember payments, reconciliation, and handling cardmember disputes and chargebacks. American Express Travel Related Services Company, Inc. is responsible for settling American Express Card transactions to a bank account designated by the State.

5. This MSA shall be for a three year term beginning May 1, 2002 through April 30, 2005. In addition DGS reserves the right, at the conclusion of the contract term, to renew the contract for two additional one-year periods. A written and approved amendment to extend the contract is required for each extension.

6. This agreement includes "General Terms and Conditions (GTC 201)," which are incorporated by reference from the Internet at: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts). If you cannot access these terms via the Internet, a copy may be obtained from James Sapnaro at (916) 322-9017.

7. Contractor Certification Clauses contain standardized language and conditions that will apply to any contract awarded by the State. (For your reference these clauses are accessible on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)). Also, a copy may be obtained by the MSA contact person. Please complete and sign the first page of CCC 201, which acknowledges your understanding of the terms and conditions, and return the clauses with your signed contract.

Continued on next page

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

American Express Travel Related Services Company, Inc.

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

David House Group President, Global Network + Establishment Services and Travelers

ADDRESS

101 JFK Parkway, M.C. 35-04-04  
Shorthills, NJ 07078

**STATE OF CALIFORNIA**

AGENCY NAME

Department of General Services / Office of Fleet Administration

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

802 Q Street, Sacramento, CA 95814

**CALIFORNIA**  
**Department of General Services**  
Use Only



☐ Exempt per \_\_\_\_\_

This agreement applies to the acceptance of American Express Cards by the Department of General Services (DGS) on behalf of the State of California (State) and by participating agencies. The words we, our, us, and American Express mean American Express Travel Related Services Company, Inc. and its subsidiaries, affiliates and licensees that issue cards. You and your mean each participating agency that signs a separate subscription agreement with us for card acceptance, which shall incorporate this master services agreement into it. American Express Card and Card mean any card issued by us bearing our name, trademark, service mark or logo. Cardmember means the person whose name is embossed on the face of the card. Purchases made with the card are charges.

Each participating agency agrees to accept the card under the terms of this agreement at all locations where such agency accepts other charge, credit, or debit cards. This includes sales made in person, by telephone, Internet, or by any other method. Each location or method of conducting sales is an establishment.

#### **8. Card Acceptance Procedures**

Procedures for card acceptance are set forth below. You agree to comply with any changes procedures within thirty (30) days' written notice from us.

For every charge you agree to create a record of charge (Charge Record) or an electronic reproducible record containing: 1) the Card account number and expiration date via an imprinter, card swipe device or data entry device; 2) the date the charge was incurred; 3) the amount of the charge, which must be the total purchase price of the goods or services purchased on the card plus applicable taxes; 4) the authorization approval code number, 5) a mutually acceptable description of the goods or services purchased; 6) an imprint or other registration of your name, address, establishment number and/or your store number, 7) the cardmember's signature; and 8) the words "No Refunds" if you have a No Refund policy.

#### **9. In Person Charges**

For Charges made in person, you agree to:

- Create a charge record as described above and verify that the cardmember's signature on the charge record reasonably matches the signature on the back of the card;
- Verify that the card is not visibly altered or mutilated;
- Ensure that the card is being used within the valid dates shown on the face of the card;
- Verify that the Card is signed in the same name as the name embossed on the front of the Card;
- Obtain Authorization as described below.

#### **10. Other Charges**

For all other charges, such as charges made by mail, telephone, Internet, or at unattended establishments, you agree to:

Create a charge record as described above, except with the words 'Mail Order,' 'Telephone Order' or 'Signature on File' on the Cardmember signature line; and

Obtain authorization as described below:

If the cardmember denies making or authorizing such a charge and you have not obtained the cardmember's signature for the charge, we will have the right to full recourse for such charge. We will not have the right to full recourse for such a charge based upon a claim that the goods were not received if you have: 1) verified that the address to which the goods were shipped is the

cardmember's billing address; and 2) obtained a signed receipt verifying the delivery of the goods to the cardmember at such address.

#### **11. Authorization**

You agree to obtain an authorization approval code number from us as described below (authorization). Each authorization request must be for the total purchase price of the goods or services purchased plus applicable taxes. Authorization is not a guarantee that we will accept the charge without full recourse, nor is it a guarantee that the person making the charge is the cardmember. You agree not to obtain authorization on behalf of any other entity.

You agree to obtain authorization for every charge regardless of amount. If your terminal is unable to reach our computer authorization system, you agree to obtain authorization for all charges by calling us at our authorization telephone number.

You agree to obtain authorization for all charges described in the section entitled 'other charges' and for all recurring billing charges regardless of the Authorization method and the amount of the Charge.

For charges for goods or services which are shipped or provided more than thirty (30) days after the order is made you agree to obtain authorization for such charge at the time the order is made and again immediately before you ship the goods or provide the services to the cardmember.

credits

When you give a refund for a purchase made with a card, you must credit that card account (Credit). You must create a record of credit (Credit Record) and submit the credit to us within seven (7) days of determining the credit is due. We will bill you for the amount of the credit. You agree to issue credits only for charges made with the card. You agree not to give a cash refund for goods or services purchased with the card.

#### **12. Refunds**

Your refund policy for purchases made with the card must be at least as favorable as our refund policy for purchases made with any other form of payment. You agree to disclose your refund policy (if any) to cardmembers at the time of the purchase and in a manner that complies with applicable law.

#### **13. Submission and Acceptance of Charges and Credits**

You agree to submit all charges to us within seven (7) days of the date they are incurred provided that the goods or services purchased are actually provided to the cardmember. You agree to submit credits as described above in credits. Charges and credits will be deemed accepted on a given business day if received and processed before our close of business for that day at the location we designated. You agree not to submit charges or credits on behalf of any other entity. You warrant that all indebtedness arising from charges that you submit is genuine and free of any liens, claims or encumbrances. You acknowledge that you have no right to separately bill and/or collect from any cardmember for the amount of any charge submitted to us except if (i) we have exercised our right to full recourse with respect to that charge and (ii) such billing and/or collection from the cardmember is permitted under applicable law.

When you submit charges and credits electronically (Charge Data), you agree to do so over communications lines or via magnetic tape in machine readable format (Transmission). Even if you transmit charge data electronically you agree to still create and retain charge records and credit records.

In the event that you submit charges and credits on paper, you agree to submit charge records and credit records on forms approved by us and in accordance with the instructions we provide

and containing the information we require, including but not limited to the establishment number we assign to you.

Transmissions must comply with the specifications we provide and must contain information required by us, including, but not limited to the establishment number we assign to you and a description of the goods or services purchased which is acceptable to us. We may request you agree to place additional, less or differently formatted information on transmissions. We are not obligated to accept any transmission that does not comply with our requirements.

#### **14. Processors**

You may retain, at your expense, a third party approved by us (Processor) for obtaining authorizations and/or submitting charge data you, and not American Express, are responsible for any errors, omissions, delays or expenses caused by your processor. You agree to provide us with all relevant information we request about your processor and you agree to notify us promptly in writing if you change your processor.

#### **15. Recurrent Billing**

If you offer automatic recurrent billing for a series of separate purchases, cardmembers must sign a consent form (Consent Form) authorizing you to charge their card accounts for specific amounts at specific times (Recurrent Billing Charges). You agree to obtain a consent form before submitting the first recurrent billing charge. The consent form must include the cardmembers name, card account number and signature; the amount of each recurrent billing charge; the frequency of such recurrent billing charges; the date the recurrent billing charges will begin and end; and a statement that the cardmember may cancel the consent form at any time. You agree to retain consent forms for twenty-four (24) months from the date you submit the last recurrent billing charge. Before submitting each recurrent billing charge, you must obtain authorization and complete a charge form except with the words 'signature on file' on the cardmember signature line.

#### **16. Document Retention**

For each charge and/or credit, you may retain the original charge record or credit record and all documents evidencing such transactions or reproducible record thereof, for twenty-four (24) months from the later of the date (i) you submitted the charge or the credit to us or (ii) you have fully delivered the goods or provided the services purchased. You agree to provide a copy of the charge form or credit form and other supporting documents to us within twenty-five (25) calendar days of our request and you acknowledge that we will have the right to full recourse with respect to any charge for which you fail to provide such documents within such time period.

#### **17. Honoring Cards**

You agree to honor cards properly presented in accordance with this agreement. When a customer asks what payment methods you accept, you agree to mention the American Express Card. When a cardmember makes or requests to make a purchase with the card, you agree not to try, in any way, to persuade the cardmember to use any other payment method; not to offer to extend credit or charge services to the cardmember for that transaction through your own or any other charge, credit, debit or similar card or service; and not to criticize or mischaracterize the card. You agree not to state or publish a preference for any other charge, credit, debit or similar card or service over the card. Except for special promotions of limited duration funded by an issuer of another charge, credit or debit card, and subject to your compliance with the immediately preceding sentence you agree not to promote the use of any other charge, credit, debit or similar card or service (except for your own card which is issued solely by you and is usable only at your establishment more actively than you promote the use of the card).

You should display American Express signs, decals, and other identification prominently at your establishments as prominently as you display such identification for other charge and credit cards you accept.

#### **18. Payment**

We will pay you in United States Dollars for the face amount of charges you submit. Each individual state agency, university, local agency of the State of California is to be billed monthly and in arrears and in accordance with the Prompt Payment Act.

#### **19. Convenience Fee**

You may at your discretion, elect to cause American Express to impose a convenience fee on your behalf on the cardmember provided that the fee is in accord with our policies and is permitted under applicable law. We will collect the fee on your behalf and retain it into our account. We will account to you for the convenience fee by:

- maintaining all records for collecting and recording all transactions applicable to the convenience fee on a daily and monthly basis.
- segregating all transactions applicable to the convenience fee in our accounting records.

#### **20. Cash Payments Deposits**

You are required to open a Zero Balance Account (ZBA) at a selected Centralized Treasury System (CTS) bank to accept cash payment transactions. We shall transmit the total amount of the charges, less the amount of any convenience fees, for each participating agency to the appropriate ZBA each day, when payment is due. We may not debit or reduce any payment transaction in the ZBA.

#### **21. Billing Invoices**

Within fifteen (15) days of the end of each month, we will provide you with an invoice for the amount due us, including our discount, amounts subject to full recourse, credits and refunds issued. You will promptly process the invoice and pay us, or cause the State Controller to pay us, for the amount due.

Any convenience fees you earn in excess of the discount fees due us will be reflected on the monthly invoice. We will hold excess convenience fees in the account and apply them to future discount fees. We will remit any such excess convenience fees to you upon your request or upon termination of this agreement, whichever occurs first.

#### **22. Reports**

Once a month and annually, if requested, we will provide the State with a summary report by participating agency, of the amount billed against the card.

In addition, we shall furnish detailed reports to participating agencies that identify the location(s) of sale, total amount of charges and any convenience fees (if applicable). We shall make available to such participating agencies, under our standard terms and conditions, our SE Workstation software product.

#### **23. Payment Method**

Under the electronic payment program (Electronic Pay), funds are sent electronically via the Automated Clearing House of the Federal Reserve System (ACH). As mentioned under cash payment deposits (Page 5), you must designate a demand deposit account at a bank that participates in ACH. You must also provide to us the required information about your account and your bank and you must notify your bank that we may have access to the account to make payments. American Express will initiate payment to your account via ACH within two (2)

calendar days (excluding Sunday and any Federal Reserve holiday) after we receive and process your charges. If your payment date falls on a day that our bank is not open for processing ACH payments, we will initiate payment on the next day that our bank is open for processing ACH payments. We will not be responsible for any obligations or liabilities, including but not limited to incidental or consequential damages over and above the amount of the applicable debit, credit or adjustment to your account in the event that any such debit, credit or adjustment is not honored by your bank or is improperly applied to your Account.

#### **24. Full Recourse**

Full recourse means that we have the right to payment from you for the full amount of each charge subject to such right. You shall pay us promptly upon receipt of our invoice. We shall have full recourse if you do not comply with the terms of this agreement with respect to a charge(s), even if we had notice when we paid you for the charge(s) that you did not so comply and even if you obtained authorization for the charge(s) in question. We will also have right to full recourse as provided elsewhere in this agreement.

#### **25. Disputed Charges**

If we contact you regarding a claim, complaint, or question about any charge (Disputed Charge) you shall respond to us in writing within twenty-five (25) days after we contact you. We will have full recourse for the amount of each such disputed charge if, by the end of that time period, you have not provided us with a written substantive response to our inquiry that addresses all the aspects of the cardmember's claim and includes all documentation you do have or should have relating to the disputed charge which enables us to resolve the dispute.

If a cardmember, despite your reply, continues to withhold payment for such disputed charge and the cardmember has the right under applicable law to withhold such payments, we will have the right to full recourse for such charge and may invoice you for the disputed charge.

#### **26. Prohibited Transactions**

You agree not to accept the card for: Capital obligations and/or extraordinary expenses, including Penalties or fines of any kind, damages, losses or any other costs or fees that are beyond the normal basic fee for the goods or services provided; except for late fees or penalties permitted by law; gambling services, gambling chips or gambling credits; cash; goods which will be resold; sales made under a different trade name, business affiliation and/or industry than indicated on the signature page hereof; sales by third parties; or amounts which do not represent a bona fide sale of goods or services at your establishment.

#### **27. Confidentiality**

Each party shall keep confidential and not disclose to any third party the terms of this agreement and any information it receives from the other party that is not publicly available. We will not enter into any discussions or agreements with a third party concerning the provisions of this agreement without first obtaining written permission from the affected participating agency.

You agree that the names, addresses and account numbers of cardmembers are the sole and exclusive property of American Express. You must not use or disclose any cardmember's name, address or account number except as provided in this agreement.

#### **28. Trademarks and Service Marks**

This agreement does not give either party any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation (Marks). No use may be made of either party's marks without the prior written permission of that party. Where you mention the card as a payment method you agree to use our marks, but only as described in our logo sheet. You agree that we may list the name and address of you and your establishment(s) in

materials containing lists of establishments which accept the card which we may publish from time to time.

### **29. Changes**

The contractor may add materials, new features to the services, or offer new electronic information services and payment technologies. Any charges and terms and conditions established by contractor for new materials, features, or electronic information services and payment technologies must be approved by DGS in writing.

### **30. Subscription Agreements**

Under the MSA, individual subscribers should establish subscription agreements with the contractor in accordance with their specific requirements. The contractor will be able to provide solutions to the particular requirements of subscribers regarding accounting practices, information requirements associated with some payments, and recovery of costs associated with card acceptance. The subscription agreements executed between the contractor and the subscribing agency shall incorporate the MSA. Subscribing agencies should complete the Standard Agreement, Form 213 or appropriate equivalent contract form.

To better meet the specific needs of the subscribing agency, a subscription agreement may contain a particular set of terms and conditions, as mutually agreed, provided that:

- They comply with, and meet all requirements of the codes and regulations of the State of California,
- There are no conflicts with the terms and conditions of the MSA.

In the event of a conflict between the MSA language and any subscription agreement, the terms and conditions of the MSA take precedence.

### **31. Fees and Costs**

The discount rate for American Express Card acceptance is 2.20%. This rate is all-inclusive and is the same for card present and card not present transactions, i.e. Internet, telephone, mail-in and in person. American Express does not charge any settlement, authorization or statement fees.

### **32. Subscribers**

The below referenced State of California departments, agencies, and political subdivisions of the State may request services from American Express:

- The Executive Branch
- The Legislative Branch
- The Judicial Branch
- Constitutional Officers
- California State Universities
- University of California
- Community Colleges
- Political subdivisions of the State, such as city and county governments and special districts.

### **33. Financial Liability**

Each subscriber should complete a subscription agreement for services and is responsible for payment for those services, (subject to appropriations of their controlling body. The State does not accept liability of non state subscribers (cities, county, local governments, and political subdivision).

#### **34. MSA Official Contact Persons**

Reports and notices required under the MSA shall be in writing and delivered to the appropriate address(es) below. Each party shall notify the other of any change in name and address.

James Sapnaro  
Department of General Services  
Office of Fleet Administration  
802 Q Street  
Sacramento, CA 95814

David Picard  
American Express  
101 JFK Parkway, M.C. 35-0404  
Short Hills, NJ 07078

E-mail: james.sapnaro@dgs.ca.gov  
Phone: (916) 322-9017  
Fax: (916) 327-1159

E-mail: david.a.picard@aexp.com  
Phone: (888) 892-6608  
Fax: (888) 892-6608

#### **35. Severability**

If any provisions of this MSA is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this MSA shall remain in full force and effect.

#### **36. Invoicing**

Each subscriber shall provide billing information (mailing address, contact person, etc.) as requested by the contractor. The contractor shall bill each subscriber monthly for services and equipment, if applicable. The invoice shall reference the MSA number, subscriber's subscription agreement contract number, and month of billing period. The contractor will provide a telephone number, fax number, and address to each subscriber for billing comments or inquiries.

#### **37. Use of Employee Names**

American Express agrees not to use the names and/or addresses of State, city, county, school, or other public employees for any purpose not directly related to the final contract.

#### **38. News Releases**

News releases pertaining to any award from this contract may not be made without the prior written approval of the Department of General Services, Office of Fleet Administration.

#### **39. Confidentiality**

Each party shall keep confidential and not disclose to any third party the terms of this agreement and information it receives from the other party that is not publicly available. We will not enter into any discussions or agreements with a third party concerning the provisions of this agreement without first obtaining written permissions from the affected participating agency.

Names, addresses and account numbers of cardmembers are the sole property of American Express and the cardmember. Cardmember's name, address or account number must not be disclosed for any reason not related to this contract.

#### **40. Alternative Dispute Resolution**

In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part this contract, the parties will attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages.

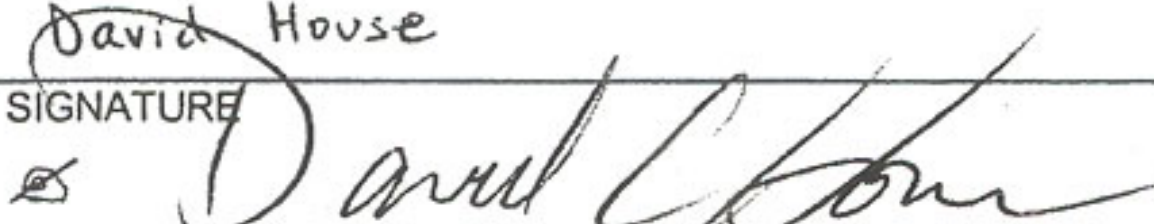
# PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD 204 (REV. 8-95)

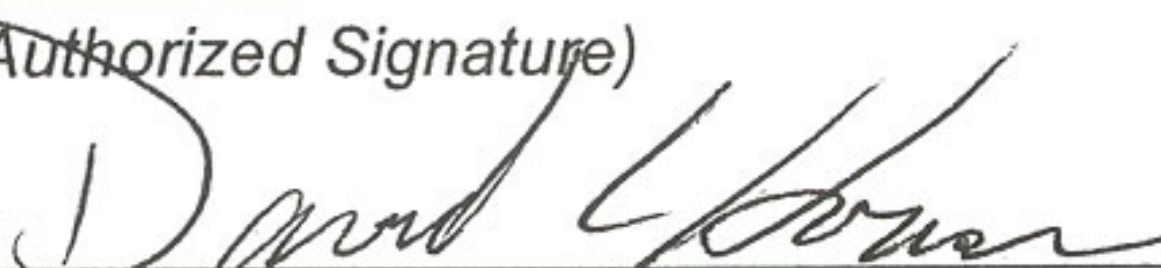
**NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.**

SECTION 1 must be completed by the requesting agency before forwarding to the vendor

<b>①</b>  <b>PLEASE RETURN TO:</b>	<b>DEPARTMENT/OFFICE</b> Department of General Services/Fleet Admin. <b>STREET ADDRESS</b> 802 Q Street <b>CITY, STATE, ZIP CODE</b> Sacramento, CA 95814 <b>TELEPHONE NUMBER</b> 916-322-9017	<b>PURPOSE:</b> Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. <b>(See Privacy Statement on reverse.)</b>
<b>②</b>	<b>VENDOR'S BUSINESS NAME</b> American Express Travel Related Services Co. Inc. <b>SOLE PROPRIETOR-ENTER OWNER'S FULL NAME HERE (Last, First, M.I.)</b>	
	<b>MAILING ADDRESS (Number and Street or PO. Box Number)</b> 90 Hudson Street <b>(City, State, and Zip Code)</b> Jersey City, NJ 07302-3996	
<b>③</b>  <b>VENDOR ENTITY TYPE</b>	<b>CHECK ONE BOX ONLY</b> <input type="checkbox"/> <b>MEDICAL CORPORATION</b> (Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> <b>EXEMPT CORPORATION (Non-profit)</b> <input checked="" type="checkbox"/> <b>ALL OTHER CORPORATIONS</b> <input type="checkbox"/> <b>PARTNERSHIP</b> <input type="checkbox"/> <b>ESTATE OR TRUST</b> <input type="checkbox"/> <b>INDIVIDUAL/SOLE PROPRIETOR</b>	<b>NOTE:</b> State and governmental entities including school districts are not required to submit this form
<b>④</b>  <b>VENDOR'S TAXPAYER I.D. NUMBER</b>	<b>SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See Reverse)</b> <b>FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)</b> 13-3133497 <b>SOCIAL SECURITY NUMBER</b>  <b>IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN</b> <b>IF VENDOR ENTITY IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN</b>	
<b>⑤</b>  <b>VENDOR RESIDENCY STATUS</b>	<b>CHECK APPROPRIATE BOX(ES)</b> <input checked="" type="checkbox"/> California Resident- Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See reverse) Payments for services by nonresidents may be subject to State withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	
<b>⑥</b>  <b>CERTIFYING SIGNATURE</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</b> <b>AUTHORIZED VENDOR REPRESENTATIVE (Type or Print)</b> David House <b>TITLE</b> Group President, Global Network Establishment Services <b>SIGNATURE</b>  <b>DATE</b> 3/12/02 <b>TELEPHONE NUMBER</b> (917) 639-7494	

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
American Express Travel Related Services Co. Inc.	13-3133497
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
David House Group President, Global Network & Establishment Services and Travel's Chego	
Date Executed	Executed in the County of
3/14/02	New York, NY

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

that are not another state agency or other government entity.